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Recorded: 10/27/2006 at 12:25:17 PM
Fee Amt: \$52.00 Page 1 of 10
Dubuque County Iowa
Kathy Flynn Thurlow Recorder

File **2006-00016721**

RECORDER'S COVER SHEET

Type of Document: Assignment and Assumption Agreement

Prepared by: Jennifer L. Ladisch Douglass, Sidley Austin, LLP, One South Dearborn Street, Chicago, IL 60603 (312) 853-0577

Tax Statements to: VNO TRU KENNEDY ROAD, INC., 210 Route 4 East, Paramus, New Jersey, 07652

Return Document to: Chicago Title Insurance Company, 222 S. 9th St., Suite 3250, Minneapolis MN 55402 Phone # 612-573-2592 File # 100617550

Grantor: TOYS "R US-DELAWARE, INC., A DELAWARE CORPORATION

Grantee: VNO TRU KENNEDY ROAD LLC., A DELAWARE CORPORATION

Legal Description: See Attached Schedule A/Exhibit A

Parcel # 1027151002 and 1027151010

52.00

ASSIGNMENT AND ASSUMPTION AGREEMENT

Record ~~and Return to:~~

Riker Danzing Scherer Hyland & Perretti LLP
Headquarters Plaza
One Speedwell Avenue
Morristown, New Jersey 07962-1981
Attn: Victoria A. Morrison, Esq.

KNOW ALL MEN BY THESE PRESENTS THAT

TOYS "R US-DELAWARE, INC., a Delaware corporation, successor in interest by name change to Toys "R" Us, Inc., having an address at One Geoffrey Way, Wayne, New Jersey 07470 ("**Assignor**"),

for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by

VNO TRU Kennedy Road LLC, a Delaware limited liability company, having an address, at 888 Seventh Avenue, 44th Floor, New York, New York 10019 ("**Assignee**"),

receipt whereof is hereby acknowledged by Assignor, does hereby sell, assign, transfer and deliver to Assignee, effective as of October 16th, 2006 ("**Effective Date**"), all of Assignor's right, title and interest in and to that certain lease agreement as set forth on Schedule 1 attached hereto and hereby made a part hereof (the "**Lease**") and those ancillary agreements thereto as set forth on Schedule 2 attached hereto and made a part hereof (the "**Ancillary Documents**"), which Lease is for that certain demised premises more particularly described on Exhibit A attached hereto and made a part hereof (the "**Demised Premises**") and is evidenced by that certain Memorandum of Lease dated March 4, 1992 and recorded on March 9, 1992 in Official Records Book 3133, Page 92, in the Public Records of Dubuque County, Iowa.

TO HAVE AND TO HOLD the same unto Assignee its successors and assigns from and after the Effective Date, subject to all of the terms, covenants and conditions of the Lease and the Ancillary Documents annexed hereto.

In consideration for the execution and delivery of this Agreement and for other good and valuable consideration, Assignee does hereby accept this assignment and does hereby expressly assume and agree to perform, observe and abide by all of the terms, covenants, conditions and obligations of the Lease and the Ancillary Documents on the part of Assignor to be kept, observed and performed from and after the Effective Date.

Assignor shall defend (with counsel reasonably acceptable to Assignee), indemnify and hold harmless Assignee from and against all liability, claims, suits, demands, judgments, costs, expenses, interest and reasonable attorney's fees (including, without limitation, those incurred to enforce this indemnity) which Assignee may suffer or incur as a result of or in connection (i) with the breach by Assignor prior to the Effective Date, of any of the terms, covenants or

conditions of the Lease, the Ancillary Documents or any other instrument to which the Lease and/or the Ancillary Documents is/are subject and subordinate, and (ii) prior to the Effective Date, Assignor's (A) use of the premises demised by Assignor under the Lease (the "Demised Premises") or common areas relating to or used in connection with the Demised Premises (the "Common Areas"), (B) occupation of the Demised Premises and/or the Common Areas, (C) development of the Demised Premises and/or the Common Areas, (D) management of the Demised Premises and/or the Common Areas and/or (E) the assignment, subletting or other transfer or conveyance by Assignor of the Demised Premises other than in accordance with the Lease.

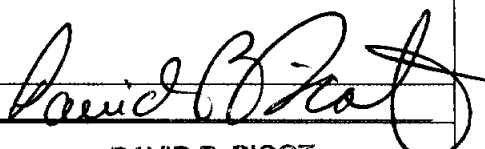

Assignee shall defend (with counsel reasonably acceptable to Assignor), indemnify and hold harmless Assignor from and against all liability, claims, suits, demands, judgments, costs, expenses, interest and reasonable attorney's fees (including, without limitation, those incurred to enforce this indemnity) which Assignor may suffer or incur as a result of or in connection with (i) the breach by Assignee on or subsequent to the Effective Date, of any of the terms, covenants or conditions of the Lease, the Ancillary Documents or any other instrument to which the Lease and/or the Ancillary Documents is/are subject and subordinate, and (ii) on or subsequent to the Effective Date, Assignee's (A) use of the Demised Premises or the Common Areas; (B) occupation of the Demised Premises and/or the Common Areas; (C) development of the Demised Premises and/or the Common Areas, (D) management of the Demised Premises and/or the Common Areas; and/or (E) the assignment, subletting or other transfer or conveyance of the Demised Premises other than in accordance with the Lease.

This Agreement shall be binding on and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns. This Agreement shall be governed by the law of the state where the Demised Premises is located without application of conflict of laws principles.

This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document, and all signatures need not appear on any one counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their respective officers as of the Effective Date.

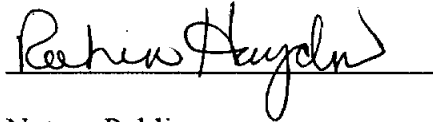
ASSIGNOR:	TOYS "R" US-DELAWARE, INC., a Delaware corporation
	By: 
	Name: <u>DAVID P. PICOT</u>
	Title: <u>VICE PRESIDENT - REAL ESTATE</u> <u>DESIGN & CONSTRUCTION</u>
ASSIGNEE:	VNO TRU Kennedy Road LLC, a Delaware limited liability company
	By: VNO Surplus 2006 LLC, as sole member
	By: Vornado Realty L.P., as sole member
	By: Vornado Realty Trust, its general partner
	By: 
	Name: <u>Alan J. Rice</u>
	Title: <u>Secretary</u>

State of New Jersey, County of MORRIS SS:

I certify that on October 16, 2006, David P. Picot, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the attached document as Vice President-Real Estate Design & Construction of Toys "R" Us-Delaware, Inc., a corporation of the State of Delaware, named in this document; and

(b) this document was signed and delivered by Toys "R" Us-Delaware, Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.



Notary Public

My Commission Expires:

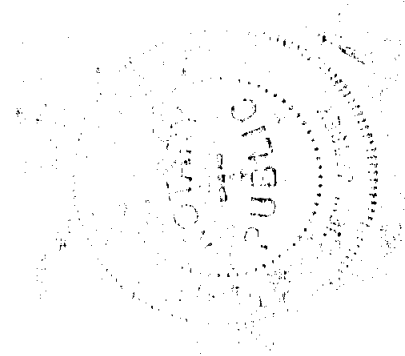
Robin A. Hayden (SEAL)

A Notary Public of New Jersey

My Commission Expires

December 15, 2010

Cert. No. 2338177



SCHEDULE 1
THE LEASE

1. Lease between Key City Investment Company, Landlord, and Toys "R" Us, Inc., Tenant, dated February 28, 1992;
2. Memorandum of Lease dated March 4, 1992, recorded March 9, 1992, in Book 3133, Page 92;
3. Commencement Agreement dated October 6, 1992, recorded November 4, 1992;
4. Notice of Assignment and Sublease from Toys "R" Us, Inc. to TRU Properties, Inc. effective September 30, 1995;
5. Notice of Merger dated December 4, 2002;
6. Lease between Toys "R" Us – Delaware, Inc. and Petsmart, Inc. dated January 31, 2006;
7. Recognition Agreement between Key City Investment Co., Landlord, Toys "R" Us – Delaware, Inc., Tenant, and Petsmart, Inc., Subtenant, dated March 17, 2006.

SCHEDULE 2

THE ANCILLARY DOCUMENTS

1. Recognition Agreement dated March 17, 2006, filed April 10, 2006 as Document NO.: 2006-5048 by and among Key City Investment Co., an Iowa corporation, as Landlord, Toys “R” Us – Delaware, Inc., a Delaware corporation, as Tenant, and PetSmart, Inc., a Delaware corporation, as Subtenant and is binding upon the heirs, legal representatives, successors, assigns and sublessees of the parties.

EXHIBIT A
DEMISED PREMISES

CHICAGO TITLE INSURANCE COMPANY

ALTA 1992 OWNER'S FORM

File No: 100617550

SCHEDULE A

Exhibit A

Lot 2 of Lot 11, and Lot 1 of the Balance of Lot 3 of Lot 11, both in Yiannias Place, in the City of Dubuque, Iowa, according to the recorded plats thereof, subject to easements of record, more particularly described as follows:

Beginning at the Southwest Corner of Lot 2 of Lot 11 of Yiannias Place; thence North 54 degrees 06 minutes 57 seconds East, a distance of 179.61 feet long the Westerly line of said Lot 2 of Lot 11; thence North 00 degrees 00 minutes 11 seconds East a distance of 119.67; thence South 53 degrees 22 minutes 32 seconds East, a distance of 578.68 feet; thence South 36 degrees 22 minutes 28 seconds West, a distance of 303.46 feet; thence North 53 degrees 32 minutes 30 seconds West, a distance of 301.41 feet; thence Northwesterly along a curve having a delta angle of 16 degrees 26 minutes 58 seconds, an arc distance of 264.70 feet, and a radius of 922.00 feet to the point of beginning.

The Leasehold described

IN THE MEMORANDUM OF LEASE DATED MARCH 4, 1992 recorded March 9, 1992 in Book 3133, Page 92, occupying a portion of the premises described in the attached Exhibit A.